

<i>SERFF Tracking Number:</i>	<i>HERT-126574965</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45372</i>
<i>Company Tracking Number:</i>	<i>FSA-2128-2010-AR</i>		
<i>TOI:</i>	<i>L07I Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07I.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense</i>
<i>Product Name:</i>	<i>Preneed Funeral Service Agreements</i>		
<i>Project Name/Number:</i>	<i>Preneed Funeral Service Agreements/FSA-2128-2010-AR</i>		

## Filing at a Glance

Company: United Heritage Life Insurance Company

Product Name: Preneed Funeral Service Agreements      SERFF Tr Num: HERT-126574965      State: Arkansas

TOI: L07I Individual Life - Whole      SERFF Status: Closed-Withdrawn      State Tr Num: 45372

Sub-TOI: L07I.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense      Co Tr Num: FSA-2128-2010-AR      State Status: Withdrawn

Filing Type: Form      Reviewer(s): Linda Bird  
 Author: Michele MacKenzie      Disposition Date: 04/07/2010  
 Date Submitted: 04/07/2010      Disposition Status: Withdrawn

Implementation Date Requested: On Approval      Implementation Date:

State Filing Description:

## General Information

Project Name: Preneed Funeral Service Agreements

Project Number: FSA-2128-2010-AR

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/07/2010

Deemer Date:

Submitted By: Michele MacKenzie

Filing Description:

RE: Funeral Service Agreement      20-2128G-AR(11-2009)  
 Funeral Service Agreement      20-2128NG-AR(11-2009)

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Idaho does not require these forms to be filed.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 04/07/2010

Created By: Michele MacKenzie

Corresponding Filing Tracking Number:

Gentlemen:

<i>SERFF Tracking Number:</i>	<i>HERT-126574965</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45372</i>
<i>Company Tracking Number:</i>	<i>FSA-2128-2010-AR</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense</i>
<i>Product Name:</i>	<i>Preneed Funeral Service Agreements</i>		
<i>Project Name/Number:</i>	<i>Preneed Funeral Service Agreements/FSA-2128-2010-AR</i>		

As per Arkansas requirements, United Heritage Life Insurance is submitting the above mentioned documents for review and approval. These forms will replace Form No. 20-2128 LA (3/2000) which was filed with your Department on 3/14/2000. The new forms provide for a Guaranteed and a Non-Guaranteed contract, with correct cancellation provisions and a clearer explanation of the terms of the agreements. We believe that the new documents provide our potential insureds with clearer explanations and protections.

These documents have been written in accordance with Arkansas Code Ann. §§23-40-101-23-40-118 and are provided to our preneed agents in your state when an insured chooses a United Heritage Preneed Insurance policy to fund their funeral expenses. The policy forms and riders are duly filed and approved in the state of Arkansas.

We believe that these forms meet or exceed the requirements by the state of Arkansas. Should you have any questions regarding this filing, please do not hesitate to contact me at 208-475-0981 or toll free 1-800-657-6351 ext. 2281, or by email at mmackenzie@unitedheritage .com.

## Company and Contact

### Filing Contact Information

Michele MacKenzie, Regulatory Compliance Analyst  
mmackenzie@unitedheritage.com  
707 W. United Heritage Court  
Meridian, ID 83680  
208-475-0981 [Phone] 2281 [Ext]

### Filing Company Information

United Heritage Life Insurance Company	CoCode: 63983	State of Domicile: Idaho
PO BOX 7777	Group Code: 2878	Company Type:
Meridian, ID 83680-7777	Group Name:	State ID Number:
(208) 475-0981 ext. [Phone]	FEIN Number: 82-0123320	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	1 filing @ \$50.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United Heritage Life Insurance Company	\$50.00	04/07/2010	35457464

<i>SERFF Tracking Number:</i>	<i>HERT-126574965</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45372</i>
<i>Company Tracking Number:</i>	<i>FSA-2128-2010-AR</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense</i>
<i>Product Name:</i>	<i>Preneed Funeral Service Agreements</i>		
<i>Project Name/Number:</i>	<i>Preneed Funeral Service Agreements/FSA-2128-2010-AR</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Withdrawn	Linda Bird	04/07/2010	04/07/2010

<i>SERFF Tracking Number:</i>	<i>HERT-126574965</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45372</i>
<i>Company Tracking Number:</i>	<i>FSA-2128-2010-AR</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense</i>
<i>Product Name:</i>	<i>Preneed Funeral Service Agreements</i>		
<i>Project Name/Number:</i>	<i>Preneed Funeral Service Agreements/FSA-2128-2010-AR</i>		

## Disposition

Disposition Date: 04/07/2010

Implementation Date:

Status: Withdrawn

Comment: The Preneed Funeral Service Agreements are not filed with our Life and Health Division. The filing has been forwarded to our Prepaid Funeral Benefits Section to the attention of Rick Toland for processing. Please be advised a request for refund of the filing fee has been forwarded to our Accounting Division for processing. If you have any questions or need additional information please contact me.

Rate data does NOT apply to filing.

SERFF Tracking Number: HERT-126574965 State: Arkansas

Filing Company: United Heritage Life Insurance Company State Tracking Number: 45372

Company Tracking Number: FSA-2128-2010-AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense

Product Name: Preneed Funeral Service Agreements

Project Name/Number: Preneed Funeral Service Agreements/FSA-2128-2010-AR

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Preneed Guaranteed Funeral Service Agreement		No
Form	Preneed Non-Guaranteed Funeral Service Agreement		No

SERFF Tracking Number: HERT-126574965 State: Arkansas

Filing Company: United Heritage Life Insurance Company State Tracking Number: 45372

Company Tracking Number: FSA-2128-2010-AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.104 Fixed/Indeterminate Premium - Single Life - Funeral Expense

Product Name: Preneed Funeral Service Agreements

Project Name/Number: Preneed Funeral Service Agreements/FSA-2128-2010-AR

## Form Schedule

### Lead Form Number: 20-2128G-AR(11-2009)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	20-2128G-AR(11-2009)	Other	Preneed Guaranteed Initial Funeral Service Agreement			40.000	20-2128G-AR(11-2009).pdf
	20-2128NG-AR(11-2009)	Other	Preneed Non-Guaranteed Funeral Service Agreement	Initial		40.000	20-2128NG-AR(11-2009).pdf

**THIS IS NOT AN INSURANCE CONTRACT****CONTRACT FOR PREPAID FUNERAL BENEFITS**

Contract# \_\_\_\_\_

**THIS CONTRACT IS** ☐ **REVOCABLE (OR)** ☐ **IRREVOCABLE (CHECK ONE)****THIS CONTRACT IS TO BE FUNDED BY INSURANCE BENEFITS****BUYER**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

SOCIAL SECURITY NO: \_\_\_\_\_

**FUNERAL RECIPIENT / CONTRACT BENEFICIARY** { If different from Buyer }

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

SOCIAL SECURITY NO: \_\_\_\_\_

**PROVIDER**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**PERMIT / LICENSE #** \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

This Contract for Prepaid Funeral Benefits is executed on \_\_\_\_\_ (date) between the Provider and the Buyer. The Buyer desires to make future plans by securing financial arrangements for funeral and burial services to be provided upon the death of the Funeral Recipient. The Provider will deliver the merchandise and perform the services as set forth in this contract at the contract price regardless of the cost of the merchandise and services at the death of the Funeral Recipient, provided that all other provisions of this contract have been satisfied and shall include:

**A. FUNERAL BENEFITS TO BE PROVIDED****GUARANTEED FUNERAL GOODS AND SERVICES****Services**

Traditional Adult Funeral (includes all items checked below) \$ \_\_\_\_\_

- ☐ Removal of deceased from home or local hospital  
☐ Services of the funeral director and staff  
☐ Professional embalming and care of the deceased  
☐ Other preparation of the deceased  
☐ Stateroom visitations  
☐ Facilities  
☐ Use of the hearse  
☐ Other \_\_\_\_\_

Limited Service (includes only those items checked above) Total \$ \_\_\_\_\_

Services not included above Total \$ \_\_\_\_\_

Casket: Exterior Color \_\_\_\_\_ Wood (type &amp; color) \_\_\_\_\_ \$ \_\_\_\_\_

Material (gauge or oz/sq ft) \_\_\_\_\_ Interior Fabric \_\_\_\_\_

If this casket is unavailable at time of need, a casket of equivalent workmanship and quality will be used.

URN (material) \_\_\_\_\_

Outer Burial Container \$ \_\_\_\_\_

Other Merchandise \$ \_\_\_\_\_

**Total Funeral Price** \$ \_\_\_\_\_

**REQUIRED PURCHASES:** Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing.

**NON-GUARANTEED CASH ACCOMMODATION ITEMS**

- |                         |          |                            |          |
|-------------------------|----------|----------------------------|----------|
| 1. Acknowledgment Cards | \$ _____ | 7. Shipping Container      | \$ _____ |
| 2. Obituary Notices     | \$ _____ | 8. Grave Opening & Closing | \$ _____ |
| 3. Death Certificate    | \$ _____ | 9. Sales Tax               | \$ _____ |
| 4. Flowers              | \$ _____ | 10. Other (Specify)        | \$ _____ |
| 5. Clergy Honorarium    | \$ _____ |                            | \$ _____ |
| 6. Music                | \$ _____ |                            | \$ _____ |

**Allowance for Non-Guaranteed Cash Advance Items** ..... \$ \_\_\_\_\_**TOTAL GUARANTEED AND / OR NON-GUARANTEED FUNERAL PRICE** \$ \_\_\_\_\_



## B. FUNDING OF THIS CONTRACT

Funding for the payment of the Total Contract Price shall be provided by one of the following methods:

(check one)

- ☐ This Contract will be funded by the purchase of a Limited Pay Whole Life Policy on the life of the Funeral Recipient with United Heritage Life Insurance Company, P.O. Box 7777, Meridian, ID 83680, (800) 657-6351, (the Insurance Carrier). This Policy is to be purchased in an amount at least equal to the Total Contract Price. Premiums for this policy may either be paid in a single sum or paid over a period of 3, 5, or 10 years.
- ☐ This Contract will be funded by the purchase of a Limited Pay Graded Benefit Whole Life Policy on the life of the Funeral Recipient with United Heritage Life Insurance Company, P.O. Box 7777, Meridian, ID 83680, (800) 657-6351, (the Insurance Carrier). This Policy is to be purchased in an amount at least equal to the Total Contract Price. Premiums for this policy may be paid over a period of 3, 5, or 10 years. **EXCEPTION TO FUNERAL SERVICE AGREEMENT FUNDING GUARANTEE** - If this contract is funded by the purchase of a limited pay graded benefit whole life policy on the life of the contract beneficiary, the Funeral Service Agreement will NOT be guaranteed until your Graded Benefit Policy has passed the grading period and reached the full death benefit. **Limited Pay Graded Benefit Whole Life Policies are not available in some states.**
- ☐ This Contract will be funded by the purchase of a Flexible Premium Deferred Annuity Policy on the life of the Funeral Recipient with United Heritage Life Insurance Company, P.O. Box 7777, Meridian, ID 83680, (800) 657-6351, (the Insurance Carrier). This Annuity is to be purchased in an amount at least equal to the Total Contract Price.

## C. BINDING AGREEMENT

This offer becomes a binding agreement when the provisions herein described are accepted by and executed by the Provider. To provide funding for comparable funeral merchandise and services to those described in this Preneed Funeral Service Agreement, a life insurance policy has been purchased from a life insurance company, and where permitted,

(check one)

☐ **Guarantee with Assignment:**

The insured under the policy offers to **ASSIGN the proceeds** thereunder to the Provider. In consideration for assigning the proceeds thereunder to the Provider under the said policy, the Provider agrees to accept the proceeds of said policy as full payment for comparable merchandise and services at any future date, regardless of any price increases. The Provider is not entitled to receive the death benefits purchased to fund Non-Guaranteed Cash Advance Items to cover the retail price of guaranteed items.

☐ **Guarantee with Beneficiary: (In states where permitted)**

The insured under the policy offers to **name the Provider as the BENEFICIARY** thereunder. In consideration for naming the Provider the beneficiary of the said policy, the Provider agrees to accept the proceeds of said policy as full payment for comparable merchandise and services at any future date, regardless of any price increases. The Provider is not entitled to receive the death benefits purchased to fund Non-Guaranteed Cash Advance Items to cover the retail price of guaranteed items.

In any case if the funeral provider is unable to provide the planned funeral, another funeral provider may be chosen.

## D. EXPENDITURES EXCEEDING POLICY PROCEEDS

In the event that the policy proceeds are for any reason insufficient to pay for the non-guaranteed merchandise and services selected, any additional cost will not be covered by the proceeds and must be paid separately upon provision of the merchandise and services.

## E. TERMINATION OF THIS CONTRACT

This contract will automatically terminate if (1) the insurance policy becomes unenforceable for any reason; (2) the premiums are refunded pursuant to the suicide clause in the insurance policy; or (3) premiums for the policy are not paid.

**CANCELLATION GUARANTEE.** After the three business day right of cancellation period has expired, this funeral plan contract can be cancelled, whether revocable or irrevocable, whether cash, insurance or annuity funded at anytime prior to performance of the contract by the Seller. Such cancellation shall be subject to the provisions of this section. Cancellation of this plan does not cancel your life insurance, which may only be terminated in accordance with its terms and conditions of the insurance policy. Cancellation may cause a surrender charge on the Policy funding this Contract. Cancellation of the Contract will have the following results:

1. In the case of a Contract funded by life insurance:

- a. Prior to the death of the Contract Beneficiary, if the contract is revocable, the BUYER shall have the right to receive a refund of not less than one hundred percent (100%) of the cash surrender value of the policy used to fund the prepaid contract, not to exceed the premium paid by the BUYER.
- b. After the death of the CONTRACT BENEFICIARY, if the contract is revocable, the BUYER or his or her designee shall be entitled to receive not less than one hundred percent (100%) of the policy proceeds paid to the SELLER, not to exceed the original face amount of the policy;
- c. i. Prior to the death of the CONTRACT BENEFICIARY, if the contract is irrevocable, the BUYER shall not have the right to a refund of any funds paid to the SELLER, but shall have the right to change the provider of the prepaid contract services and merchandise to a substitute provider, in which event the SELLER shall transfer to the substitute provider not less than one hundred percent (100%) of the cash surrender value of the policy used to fund the prepaid contract, not to exceed the premium paid by the purchaser.  
ii. After the death of the CONTRACT BENEFICIARY, the SELLER shall transfer to the substitute provider not less than one hundred percent (100%) of the policy proceeds paid to the SELLER, not to exceed the original face amount of the policy.

2. In the case of a prepaid contract funded by an annuity:

- a. Prior to the death of the Contract Beneficiary, if the contract is revocable, the BUYER shall have the right to receive a refund of not less than one hundred percent (100%) of the annuity value, not to exceed the premium paid by the BUYER for the annuity funding the prepaid contract.
- b. After the death of the CONTRACT BENEFICIARY, if the contract is revocable, the BUYER or his or her designee shall be entitled to receive not less than one hundred percent (100%) of the annuity proceeds paid to the SELLER, not to exceed the premium paid by the BUYER;
- c.
  - i. Prior to the death of the CONTRACT BENEFICIARY, if the contract is irrevocable, the BUYER shall not have the right to a refund of any funds paid to the SELLER, but shall have the right to change the provider of the prepaid contract services and merchandise to a substitute provider, in which event the SELLER shall transfer to the substitute provider not less than one hundred percent (100%) of the annuity value, not to exceed the premium paid by the purchaser.
  - ii. After the death of the CONTRACT BENEFICIARY, the SELLER shall transfer to the substitute provider not less than one hundred percent (100%) of the annuity proceeds paid to the SELLER, not to exceed the premiums paid by the BUYER.

**F. CHANGE OF FUNERAL RECIPIENT'S PERMANENT RESIDENCE**

In the event the Funeral Recipient's permanent residence is moved to a location outside the area normally serviced by the Provider, and the funeral is conducted outside the service area of the Provider in this contract, the proceeds of the insurance policy will go to the Insured's Estate. However, if the policyowner has executed an Irrevocable Assignment of Benefits, the Provider under this contract agrees to waive all rights to said policy proceeds in favor of the servicing Provider.

**G. FREEDOM OF CHOICE GUARANTEE**

Designating a particular Provider to receive the proceeds of the life insurance policy does not restrict any right by the Buyer to purchase funeral merchandise or services in the open market, with the advantages of competition, at any time before the Provider delivers the funeral. Should the Buyer move or choose to use a provider other than that selected in this contract, the insurance policy death benefit may be paid to another provider. However, any guarantees in this contract may not be honored by another provider unless agreed to by the new provider.

**H. CHANGES TO THE INSURANCE POLICY**

Your prearranged funeral may be impacted by changes to your insurance policy. Generally, you may change the beneficiary designation on your insurance policy at any time unless (1) you have made the beneficiary of your policy irrevocable; or (2) if you have irrevocably assigned the policy benefits. If you have purchased a SINGLE PREMIUM policy, your policy will remain in force and the death benefit may increase until the time a death claim is filed. If you have purchased a PREMIUM PAYING policy, the death benefit may continue to increase until a death claim is filed, AS LONG AS ALL PREMIUMS ARE PAID UP TO DATE AND THE POLICY HAS NOT LAPSED. The total amount of premiums paid for a premium paying policy may be greater than the death benefit of the policy. Should you SURRENDER your insurance policy before your death, you may receive less money than the amount paid to the insurance company for the policy. Should you fail to make premium payments in the time frame noted in your policy, your policy may lapse and the premiums paid in will not be refunded. **Check your policy for details; if there is a conflict between the information provided herein and the policy provisions, the policy shall control.**

**I. LIFE INSURANCE COMPANY IS NOT A PARTY TO THIS CONTRACT**

The life insurance company is not obligated under any guarantee by any provider involved. The life insurance company does not make any representation that specific merchandise will be available at time of death, and the life insurance company makes no agreement with the Buyer to provide funeral or burial services in connection with this contract.

**J. EMBALMING**

Embalming is the chemical preservation of the remains by a professional licensee of the state. Except in certain circumstances, embalming is not required by law. Embalming may be necessary, however, if the Buyer selects certain funeral arrangements, such as a funeral with a viewing. If embalming is not desired, a right may exist to choose an arrangement that does not require you to pay for it, such as direct cremation or immediate burial. There is no obligation to pay for embalming if it was not approved and if you selected arrangements such as a direct cremation or immediate burial. If the Provider charges for embalming, the Provider will explain why in writing.

**K. BURIAL VAULT**

In most areas of the country, no state or local law requires purchase of a container to surround the casket in the grave. However, many cemeteries require such a container so that the grave will not sink. Either a burial vault or a grave liner will satisfy these requirements.

**L. WARRANTIES**

The Provider makes no representation or warranties about the protective value of certain caskets or outer burial containers other than those made by the manufacturer. The only warranties, expressed or implied, granted in connection with merchandise sold via this Contract are the express written warranties, if any, extended by the manufacturer thereof. No other warranties and no warranties of merchandising fitness for a particular product are extended by the Provider.

**M. EXCESS POLICY PROCEEDS**

Unless otherwise provided by law, upon the death of the insured, any accumulations of the policy in excess of the then current charges for comparable merchandise and services selected will be paid to the insured's heirs or estate. The refund designee (designated by the Buyer) is:

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

By completing this form the Buyer acknowledges that: I was shown current General, Casket and Outer burial Container prices lists prior to discussing those prices, services, or merchandises; I was shown all notices required in my state; I have read, understood, and received a copy of this Contract. I agree that the price to be paid for any funeral goods and services not designated as guaranteed will be the prevailing retail prices as listed on the general price list and casket price list of the funeral establishment at the time of the death of the Funeral Recipient.

I, or we, accept and approve the above CONTRACT FOR PREPAID FUNERAL BENEFITS. **EXECUTED** \_\_\_\_\_ (date)

<b>SELLER / PROVIDER</b>  _____ By: Authorized Representative	<b>BUYER</b>  _____ Date _____
--	---

<b>PRENEED AGENT (if not provider)</b>  _____ Date _____ Agent# _____
--

The Arkansas Insurance Department regulates the sales of prepaid funeral benefit contracts. They may be reached at: Arkansas Insurance Department  
Prepaid Funeral Benefits Section  
1200 West Third Street  
Little Rock, AR 72201-1904  
1-501-371-2681

ALL SALES TAXES DUE PURSUANT TO THE ARKANSAS GROSS RECEIPTS TAX ACT WHICH ARE NOT PAID IN FULL AS OF THE DATE OF THIS CONTRACT ARE DUE UPON THE DEATH OF THE INDIVIDUAL FOR WHOM THIS CONTRACT IS PURCHASED.

**THIS IS NOT AN INSURANCE CONTRACT****CONTRACT FOR PREPAID FUNERAL BENEFITS**

Contract# \_\_\_\_\_

**THIS CONTRACT IS** ☐ **REVOCABLE (OR)** ☐ **IRREVOCABLE (CHECK ONE)****THIS CONTRACT IS TO BE FUNDED BY INSURANCE BENEFITS****BUYER**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

SOCIAL SECURITY NO: \_\_\_\_\_

**FUNERAL RECIPIENT / CONTRACT BENEFICIARY** { If different from Buyer }

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

SOCIAL SECURITY NO: \_\_\_\_\_

**PROVIDER**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**PERMIT / LICENSE #** \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

This Contract for Prepaid Funeral Benefits is executed on \_\_\_\_\_ (date) between the Provider and the Buyer. The Buyer desires to make future plans for funeral and burial services to be provided upon the death of the Funeral Recipient.

**A FUNERAL BENEFITS TO BE PROVIDED****NON-GUARANTEED FUNERAL GOODS AND SERVICES****Services**

Traditional Adult Funeral (includes all items checked below) \$ \_\_\_\_\_

\_\_\_\_\_ Removal of deceased from home or local hospital \_\_\_\_\_

\_\_\_\_\_ Services of the funeral director and staff \_\_\_\_\_

\_\_\_\_\_ Professional embalming and care of the deceased \_\_\_\_\_

\_\_\_\_\_ Other preparation of the deceased \_\_\_\_\_

\_\_\_\_\_ Stateloom visitations \_\_\_\_\_

\_\_\_\_\_ Facilities \_\_\_\_\_

\_\_\_\_\_ Use of the hearse \_\_\_\_\_

\_\_\_\_\_ Other \_\_\_\_\_

Limited Service (includes only those items checked above) \_\_\_\_\_ Total \$ \_\_\_\_\_

Services not included above \_\_\_\_\_ Total \$ \_\_\_\_\_

Casket: Exterior Color \_\_\_\_\_ Wood (type &amp; color) \_\_\_\_\_ \$ \_\_\_\_\_

Material (gauge or oz/sq ft) \_\_\_\_\_ Interior Fabric \_\_\_\_\_

If this casket is unavailable at time of need, a casket of equivalent workmanship and quality will be used.

URN (material) \_\_\_\_\_

Outer Burial Container \_\_\_\_\_ \$ \_\_\_\_\_

Other Merchandise \_\_\_\_\_ \$ \_\_\_\_\_

**Total Funeral Price** \_\_\_\_\_ \$ \_\_\_\_\_

**REQUIRED PURCHASES:** Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing.

**NON-GUARANTEED CASH ACCOMMODATION ITEMS**

1. Acknowledgment Cards \$ \_\_\_\_\_ 7. Shipping Container \$ \_\_\_\_\_

2. Obituary Notices \$ \_\_\_\_\_ 8. Grave Opening &amp; Closing \$ \_\_\_\_\_

3. Death Certificate \$ \_\_\_\_\_ 9. Sales Tax \$ \_\_\_\_\_

4. Flowers \$ \_\_\_\_\_ 10. Other (Specify) \$ \_\_\_\_\_

5. Clergy Honorarium \$ \_\_\_\_\_ \_\_\_\_\_ \$ \_\_\_\_\_

6. Music \$ \_\_\_\_\_ \_\_\_\_\_ \$ \_\_\_\_\_

**Allowance for Non-Guaranteed Cash Advance Items** ..... \$ \_\_\_\_\_**TOTAL NON-GUARANTEED FUNERAL PRICE** \$ \_\_\_\_\_

## B. FUNDING OF THIS CONTRACT

Funding for the payment of the Total Contract Price shall be provided by one of the following methods:

(check one)

- ☐ This Contract will be funded by the purchase of a Limited Pay Whole Life Policy on the life of the Funeral Recipient with United Heritage Life Insurance Company, P.O. Box 7777, Meridian, ID 83680, (800) 657-6351, (the Insurance Carrier). This Policy is to be purchased in an amount at least equal to the Total Contract Price. Premiums for this policy may either be paid in a single sum or paid over a period of 3, 5, or 10 years.
- ☐ This Contract will be funded by the purchase of a Limited Pay Graded Benefit Whole Life Policy on the life of the Funeral Recipient with United Heritage Life Insurance Company, P.O. Box 7777, Meridian, ID 83680, (800) 657-6351, (the Insurance Carrier). This Policy is to be purchased in an amount at least equal to the Total Contract Price. Premiums for this policy may be paid over a period of 3, 5, or 10 years. **Limited Pay Graded Benefit Whole Life Policies are not available in some states.**
- ☐ This Contract will be funded by the purchase of a Flexible Premium Deferred Annuity Policy on the life of the Funeral Recipient with United Heritage Life Insurance Company, P.O. Box 7777, Meridian, ID 83680, (800) 657-6351, (the Insurance Carrier). This Annuity is to be purchased in an amount at least equal to the Total Contract Price.

Because the total contract price is not guaranteed, the benefits payable under the insurance policy may be insufficient to fully pay the total contract price. See section D. below.

## C. BINDING AGREEMENT

This offer becomes a binding agreement when the provisions herein described are accepted by and executed by the Provider. To provide funding for comparable funeral merchandise and services to those described in this Preneed Funeral Service Agreement, a life insurance policy has been purchased from a life insurance company, and where permitted,

(check one)

- ☐ **Non-Guarantee with Assignment:**  
The insured under the policy offers to **ASSIGN** the proceeds thereunder to the Provider.
- ☐ **Non-Guarantee with Beneficiary: (In states where permitted)**  
The insured under the policy offers to **name the Provider as the BENEFICIARY** thereunder.

In any case if the funeral provider is unable to provide the planned funeral, another funeral provider may be chosen.

## D. TOTAL COSTS EXCEEDING POLICY PROCEEDS

**In the event that the policy proceeds are for any reason insufficient to pay for the merchandise and services selected, any additional cost will not be covered by the proceeds and must be paid separately upon provision of the merchandise and services.**

## E. TERMINATION OF THIS CONTRACT

This contract will automatically terminate if (1) the insurance policy becomes unenforceable for any reason; (2) the premiums are refunded pursuant to the suicide clause in the insurance policy; or (3) premiums for the policy are not paid.

**CANCELLATION GUARANTEE.** After the three business day right of cancellation period has expired, this funeral plan contract can be cancelled, whether revocable or irrevocable, whether cash, insurance or annuity funded at anytime prior to performance of the contract by the Seller. Such cancellation shall be subject to the provisions of this section. Cancellation of this plan does not cancel your life insurance, which may only be terminated in accordance with its terms and conditions of the insurance policy. Cancellation may cause a surrender charge on the Policy funding this Contract. Cancellation of the Contract will have the following results:

1. In the case of a Contract funded by life insurance:
  - a. Prior to the death of the Contract Beneficiary, if the contract is revocable, the BUYER shall have the right to receive a refund of not less than one hundred percent (100%) of the cash surrender value of the policy used to fund the prepaid contract, not to exceed the premium paid by the BUYER.
  - b. After the death of the CONTRACT BENEFICIARY, if the contract is revocable, the BUYER or his or her designee shall be entitled to receive not less than one hundred percent (100%) of the policy proceeds paid to the SELLER, not to exceed the original face amount of the policy;
  - c.
    - i. Prior to the death of the CONTRACT BENEFICIARY, if the contract is irrevocable, the BUYER shall not have the right to a refund of any funds paid to the SELLER, but shall have the right to change the provider of the prepaid contract services and merchandise to a substitute provider, in which event the SELLER shall transfer to the substitute provider not less than one hundred percent (100%) of the cash surrender value of the policy used to fund the prepaid contract, not to exceed the premium paid by the purchaser.
    - ii. After the death of the CONTRACT BENEFICIARY, the SELLER shall transfer to the substitute provider not less than one hundred percent (100%) of the policy proceeds paid to the SELLER, not to exceed the original face amount of the policy.

2. In the case of a prepaid contract funded by an annuity:
  - a. Prior to the death of the Contract Beneficiary, if the contract is revocable, the BUYER shall have the right to receive a refund of not less than one hundred percent (100%) of the annuity value, not to exceed the premium paid by the BUYER for the annuity funding the prepaid contract.
  - b. After the death of the CONTRACT BENEFICIARY, if the contract is revocable, the BUYER or his or her designee shall be entitled to receive not less than one hundred percent (100%) of the annuity proceeds paid to the SELLER, not to exceed the premium paid by the BUYER;
  - c.
    - i. Prior to the death of the CONTRACT BENEFICIARY, if the contract is irrevocable, the BUYER shall not have the right to a refund of any funds paid to the SELLER, but shall have the right to change the provider of the prepaid contract services and merchandise to a substitute provider, in which event the SELLER shall transfer to the substitute provider not less than one hundred percent (100%) of the annuity value, not to exceed the premium paid by the purchaser.
    - ii. After the death of the CONTRACT BENEFICIARY, the SELLER shall transfer to the substitute provider not less than one hundred percent (100%) of the annuity proceeds paid to the SELLER, not to exceed the premiums paid by the BUYER.

**F. CHANGE OF FUNERAL RECIPIENT'S PERMANENT RESIDENCE**

In the event the Funeral Recipient's permanent residence is moved to a location outside the area normally serviced by the Provider, and the funeral is conducted outside the service area of the Provider in this contract, the proceeds of the insurance policy will go to the Insured's Estate. However, if the policyowner has executed an Irrevocable Assignment of Proceeds, the Provider under this contract agrees to waive all rights to said policy proceeds in favor of the servicing Provider.

**G. FREEDOM OF CHOICE GUARANTEE**

Designating a particular Provider to receive the proceeds of the life insurance policy does not restrict any right by the Buyer to purchase funeral merchandise or services in the open market, with the advantages of competition, at any time before the Provider delivers the funeral. Should the Buyer move or choose to use a provider other than that selected in this contract, the insurance policy death benefit may be paid to another provider. However, any guarantees in this contract may not be honored by another provider unless agreed to by the new provider.

**H. CHANGES TO THE INSURANCE POLICY**

Your prearranged funeral may be impacted by changes to your insurance policy. Generally, you may change the beneficiary designation on your insurance policy at any time unless you have made the beneficiary of your policy irrevocable. If you have purchased a SINGLE PREMIUM policy, your policy will remain in force and the death benefit may increase until the time a death claim is filed. If you have purchased a PREMIUM PAYING policy, the death benefit may continue to increase until a death claim is filed, AS LONG AS ALL PREMIUMS ARE PAID UP TO DATE AND THE POLICY HAS NOT LAPSED. The total amount of premiums paid for a premium paying policy may be greater than the death benefit of the policy. Should you SURRENDER your insurance policy before your death, you may receive less money than the amount paid to the insurance company for the policy. Should you fail to make premium payments in the time frame noted in your policy, your policy may lapse and the premiums paid in will not be refunded. **Check your policy for details; if there is a conflict between the information provided herein and the policy provisions, the policy shall control.**

**I. LIFE INSURANCE COMPANY IS NOT A PARTY TO THIS CONTRACT**

The life insurance company is not obligated under any guarantee by any provider involved. The life insurance company does not make any representation that specific merchandise will be available at time of death, and the life insurance company makes no agreement with the Buyer to provide funeral or burial services in connection with this contract. The life insurance company does not guarantee that the proceeds payable under the life insurance policy will be sufficient to pay the total contract price.

**J. EMBALMING**

Embalming is the chemical preservation of the remains by a professional licensee of the state. Except in certain circumstances, embalming is not required by law. Embalming may be necessary, however, if the Buyer selects certain funeral arrangements, such as a funeral with a viewing. If embalming is not desired, a right may exist to choose an arrangement that does not require you to pay for it, such as direct cremation or immediate burial. There is no obligation to pay for embalming if it was not approved and if you selected arrangements such as a direct cremation or immediate burial. If the Provider charges for embalming, the Provider will explain why in writing.

**K. BURIAL VAULT**

In most areas of the country, no state or local law requires purchase of a container to surround the casket in the grave. However, many cemeteries require such a container so that the grave will not sink. Either a burial vault or a grave liner will satisfy these requirements.

**L. WARRANTIES**

The Provider makes no representation or warranties about the protective value of certain caskets or outer burial containers other than those made by the manufacturer. The only warranties, expressed or implied, granted in connection with merchandise sold via this Contract are the express written warranties, if any, extended by the manufacturer thereof. No other warranties and no warranties of merchandising fitness for a particular product are extended by the Provider.

**M. EXCESS POLICY PROCEEDS**

Unless otherwise provided by law, upon the death of the insured, any accumulations of the policy in excess of the then current charges for comparable merchandise and services selected will be paid to the insured's heirs or estate. The refund designee (designated by the Buyer) is:

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

By completing this form the Buyer acknowledges that: I was shown current General, Casket and Outer burial Container prices lists prior to discussing those prices, services, or merchandises; I was shown all notices required in my state; I have read, understood, and received a copy of this Contract. **I agree that the price to be paid for any funeral goods and services will be the prevailing retail prices as listed on the general price list and casket price list of the funeral establishment at the time of the death of the Funeral Recipient.**

I, or we, accept and approve the above CONTRACT FOR PREPAID FUNERAL BENEFITS. **EXECUTED** \_\_\_\_\_ (date)

**SELLER / PROVIDER**

**BUYER**

\_\_\_\_\_ Date \_\_\_\_\_  
By: Authorized Representative

\_\_\_\_\_ Date \_\_\_\_\_

**PRENEED AGENT (if not provider)**

\_\_\_\_\_ Date \_\_\_\_\_ Agent# \_\_\_\_\_

The Arkansas Insurance Department regulates the sales of prepaid funeral benefit contracts. They may be reached at: Arkansas Insurance Department  
Prepaid Funeral Benefits Section  
1200 West Third Street  
Little Rock, AR 72201-1904  
1-501-371-2681

ALL SALES TAXES DUE PURSUANT TO THE ARKANSAS GROSS RECEIPTS TAX ACT WHICH ARE NOT PAID IN FULL AS OF THE DATE OF THIS CONTRACT ARE DUE UPON THE DEATH OF THE INDIVIDUAL FOR WHOM THIS CONTRACT IS PURCHASED.

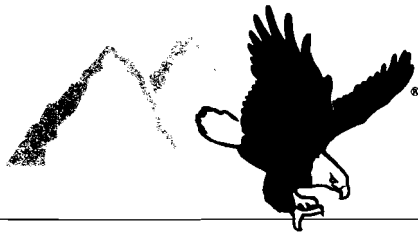
SERFF Tracking Number: HERT-126574965 State: Arkansas  
Filing Company: United Heritage Life Insurance Company State Tracking Number: 45372  
Company Tracking Number: FSA-2128-2010-AR  
TOI: L071 Individual Life - Whole Sub-TOI: L071.104 Fixed/Indeterminate Premium - Single  
Life - Funeral Expense  
Product Name: Preneed Funeral Service Agreements  
Project Name/Number: Preneed Funeral Service Agreements/FSA-2128-2010-AR

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> Certification of Readability.pdf		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Application <b>Bypass Reason:</b> Not a policy form filing <b>Comments:</b>		





UNITED HERITAGE<sup>®</sup>  
Life Insurance Company

*a United Heritage Financial Group Company*

April 6, 2010

State of Arkansas, Department of Insurance  
1200 W. 3<sup>rd</sup> St.  
Little Rock, AR. 72201-1904

**CERTIFICATION OF READABILITY**

I, Deborah Sloan, Senior V.P. & Chief Actuary, hereby certify that the following application forms comply with Arkansas Statutes and Regulations and have a Flesch Readability Score of 40.

Form: 20-2128G-AR(11-2009) Preneed Guaranteed Funeral Service Agreement

Form: 20-2128NG-AR(11-2009) Preneed Non-Guaranteed Funeral Service Agreement

*Deborah Sloan*

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Deborah Sloan

Senior Vice President & Chief Actuary